REQUIREMENTS FOR ADMISSION TO THE COLUMBIA LAW SCHOOL. — It is with considerable satisfaction that we note the change which has been made in the requirements for admission to the law school of Columbia University. From and after the term year beginning 1903–4 none will be admitted who has not received a Bachelor's degree from an approved college; and now the law school of Columbia takes its stand beside the law school of Harvard as an essentially graduate department. This change is not to be looked upon as a mere matter of form, nor is it open to the charge of Philistinism. It simply amounts to a recognition of what is becoming the logical development of a university, — a college leading to a number of co-ordinate graduate departments. The fact that the law is of sufficient dignity to be entitled to graduate rather than undergraduate work cannot admit of question. In making this change Harvard and Columbia do not condemn as having no place in the community the schools which teach law to all comers; that question is for them irrelevant — the relevant question is, what place the law must occupy in the university. As the university develops, a neutral department is becoming impossible; the law department must take a step, either backward among the undergraduates or forward among the graduates; it cannot invoke the fiction of law and remain "*in nubibus*" or "*in gremio legis.*" At Harvard and Columbia the time has come in which some step had to be taken, and no one can say that the choice has not been wisely made.

With this change it is obvious that a change has come over the significance of the degree conferred by these law schools. The class which graduates this year from our law school and the first class to graduate under the new régime at Columbia will for the first time in their respective schools present themselves as candidates for a graduate degree, — a degree which among foreign universities would rank as a doctor's degree. The form of words by which that degree is known may remain unchanged; but it is a matter for serious consideration whether the development of the university, which is in substance co-ordinatiug the graduate departments, does not require that the forms of the degrees conferred by these graduate departments be also co-ordinated, and that the degree conferred by the law department take its formal stand beside the degrees of the medical and graduate schools. The essential fact, at all events, has been accomplished; the change in substance is already made.

MERE WORDS AS PROVOCATION. — An intentional homicide, if with reasonable provocation, is manslaughter, not murder — that distinction remains in nearly all the modern statutes — but the question of provocation has always been a troublesome question of fact for a jury. In the older law the judges constantly limited that difficulty, and sought consistency in verdicts by laying down collateral rules in regard to it. If there was "cooling time," there was no provocation; "mere words" were not provocation. Such rules of thumb received judicial recognition. *Lord Morly's Case*, Kel. 1, 53, then passed current in the cases and text-books. But changes in public opinion toward the criminal law have affected these two collateral rules as to provocation, — the first, with the phrase "cooling time," has fallen into disuse, the second is constantly questioned. In a recent case, *State* v. *Grugin*, 47 S. W. Rep. 1058, the Supreme Court of Missouri held that a charge that words could not be considered provocation was wrong. In that case it appeared that the

prisoner was informed that his infant daughter had been ravished, some weeks before, by his son-in-law. He went to the house of the ravisher and demanded an explanation. When the latter answered him defiantly, the father shot twice and killed him. Here was clear "cooling time," and no further provocation save the defiant reply, but it was finally held that all the facts should have gone to the jury on the general question of reasonable provocation.

The opinion of the court is clear and convincing; it is supported by a few strong modern cases, notably *Mayor* v. *People*, 10 Mich. 212, and *Reg.* v. *Rothwell*, 12 Cox C. C. 145. The authority against the decision practically reduces to a number of *dicta* which reiterate the formula, "mere words are not a provocation," and exemplify a legal habit of depending on unconsidered maxims; but the point seems to have been directly raised only in *Reg.* v. *Rothwell*, *supra*. Few will disagree with the result of the principal case. It is for just such a case that the arbitrary mechanical rule of the old law is obviously unfit. Here the mere words were but the "last straw," the crowning taunt; to treat them as a separate species of provocation and make a separate rule about them is irrational, — more, it is belittling the intelligence of the jury. And surely it is most important for the dignity of the law that, in regard to the most serious and notorious of crimes, its judgment should keep step with public opinion.

REVOCATION OF AGENCY BY DEATH OF THE PRINCIPAL. — By the civil law all acts of an agent performed within the scope of his authority before he has notice of the death of his principal are binding on the deceased's estate. But at the common law the opposite rule prevails, both in England and in America. And the cases hold that the death of the principal creates an instantaneous revocation of authority, unless the power of attorney be coupled with an interest. *Davis* v. *Windsor Savings Bank*, 46 Vt. 728; *The Farmers' Loan & Trust Co.*, 139 N. Y. 284.

Deweese v. *Muff*, reported in The Central Law Journal, Feb. 30, 1899, seems to attempt to fasten an exception on this general rule. The payee of a note indorsed it in blank, and gave it to his agent for collection. In ignorance of the subsequent death of the principal, the maker paid to the agent a balance due on the note. The representative of the payee repudiated this payment on the ground that the authority to collect had been revoked by death, and sought to recharge the maker. The Supreme Court of Nebraska sustained a peremptory instruction to return a verdict for the defendant. It reasoned correctly enough that, as the note was properly indorsed by the payee, it was not necessary for the agent to collect or receive money in his principal's name. The maker would clearly be protected after payment to any one who came within the tenor of the promise. But apart from the law of negotiable paper, the court added this further discussion. Although, it said, as a general rule the death of a principal instantly terminates the agency, still, where one in good faith deals with an agent in ignorance of the death of the principal, the representatives are bound if the act done is not required to be performed in the principal's name.

This *dictum* is interesting as showing an attempt to break away to a certain extent from the rigorous principle of the common law which unquestionably often works hardship. It may be reasoned that the general